



**DEBRA BOWEN** | SECRETARY OF STATE | STATE OF CALIFORNIA  
MANAGEMENT SERVICES | CONTRACT SERVICES  
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**REQUEST FOR OFFER  
Procurement Consultant  
RFO – ITD #06-035**

**March 1, 2007**

**Service Requested:**

Secretary of State (SOS) is soliciting for California Multiple Award Schedule (CMAS) Information Technology consulting services for a Procurement Consultant to assist with the procurement of the VoteCal Statewide Voter Registration System at Secretary of State. Please refer to the Statement of Work, Exhibit A, and Additional Provisions, Exhibit B, as it provides additional information related to the contract. Additionally, these exhibits, along with the awarded proposers response, will be made part of the awarded contract.

**Term of Service:**

March 23, 2007 through June 30, 2008

**Location:**

1500 11<sup>th</sup> Street, Sacramento CA 95814

**Minimum Qualifications for Proposers:**

- Vendor must have a current CMAS for either IT Acquisition Support or IT Project Planning.
- The Consultant must have at least five years experience with information technology procurements for the State of California, including business-based procurements, for large, complex information technology projects of \$15 million or more, and with successful completion of procurements.
- Proposer must provide a minimum of three references for similar projects.
- Project Lead proposed to SOS must have been project lead in one of the references and be assigned to the project full time.

**Submission Information:**

The response to the Request for Offer (RFO) is due by **Thursday, March 15, 2007 at 5:00 p.m.** Please submit requested information via email. Fax, mail or hand delivery will also be accepted. Addressing information is as follows:

**PROJECT:** RFO-ITD #06-035  
**NAME:** SECRETARY OF STATE  
**ATTN:** CONTRACT SERVICES  
**ADDRESS:** 1500 11<sup>th</sup> STREET ROOM 460  
SACRAMENTO CA 95814  
**FAX:** (916) 653-8324  
**E-MAIL:** [CONTRACTSERVICES@SS.CA.GOV](mailto:CONTRACTSERVICES@SS.CA.GOV)

## KEY DATES

Event	Date
Release of RFO	March 1, 2007
Due Date for Response to RFO	March 15, 2007, 5 p.m.
Contract Expected Award	March 23, 2007

## 1. RESPONSE GUIDELINES

Responses to this RFO must include the following information:

- a. Company name, mailing address and telephone number
- b. Name and e-mail address of contract person
- c. Reference RFO – ITD #06-035
- d. A quote that identifies the hour rate and CMAS classification
- e. Resume for the staff to be providing these services
- f. Entire CMAS Agreement including CMAS price listing
- g. Federal Identification Number
- h. If applicable, Disabled Veteran Business Enterprise self-certification or identification of, and tasks/percentages, for disabled veteran business enterprise sub-contractor(s).
- i. If applicable, Small Business Certification number
- j. A duly authorized representative of the vendor must sign the proposal certifying that the proposal is a valid and binding offer and that he/she is authorized to sign the proposal.

## 2. EVALUATION CRITERIA

The criteria used to evaluate bids will include:

- Technical Skills and Knowledge
- Experience (length and depth of experience in performing duties comparable to those required in this SOW noted above) as demonstrated in staff resumes
- Hourly rates

## **Exhibit A Statement of Work**

### **1. PURPOSE AND DURATION**

This Statement of Work is for the acquisition of consulting services for a Procurement Consultant to assist with the procurement of the VoteCal Statewide Voter Registration System at Secretary of State. The Consultant will be responsible for the process and development of the Request for Proposal (RFP), support for the Vendor Selection process and preparation of the Special Project Report immediately following the Vendor Selection.

The Department of General Services will manage the VoteCal project as a business-based procurement as described in the Feasibility Study Report (FSR).

Secretary of State has limited experience and resources with large IT procurements and will require a Procurement Consultant for expertise and experience to develop the appropriate documents and processes and to ensure the timely completion of the procurement.

Secretary of State has prepared a draft RFP, with an earlier consultant, which will be used as the starting point in developing the final RFP by the Procurement Consultant.

This Statement of Work is for a fixed price contract.

### **2. BACKGROUND**

On October 29, 2002, the Help America Vote Act (HAVA) adopted by Congress became law. HAVA mandates that each state implement a uniform, centralized, interactive, computerized voter registration database that is defined, maintained and administered at the state level. The Secretary of State's office has initiated a project called the HAVA Statewide Voter Registration Database (VoteCal) Project to develop operational capabilities to meet the requirements of HAVA.

HAVA requires a database, which must contain the name and registration information of every legally registered active or inactive voter in the state. This system will constitute the official record of all registered voters. It must serve as the single system for storing and managing the official list of registered voters in the state. In addition, it must be the official registration list for conducting all federal elections, which occur in June and November of every even-numbered year and whenever a midterm vacancy occurs.

HAVA also imposes new requirements on voters, state and local elections officials, DMV, the California Department of Corrections (CDC), and the Department of Health Services (DHS).

### 3. DESCRIPTION

SOS is seeking the services of Consultant who will perform the following:

- Under the direction of SOS project management, work with Department of General Services (DGS) to complete and issue a Request for Proposal (RFP) from the draft provided by SOS.
- Incorporate all addendums and modifications to the RFP as required and approved by DGS.
- Develop and perform the required activities during the Vendor Selection Process, with technical and procedural direction coming from SOS and DGS.
- Develop the Special Project Report (SPR) immediately following the selection of a solutions Vendor.
- Prepare all corrections and modifications to the SPR requested by SOS, DGS and DOF.

The following types of activities will be required of the selected vendor for the duration of the contract:

- Ensure the RFP conforms to DGS requirements.
- Work with the SOS and the DGS procurement analyst to perform all administrative and documentation tasks associated with the procurement for the duration of the procurement phase under the direction of the Project Director.
- Record and organize input from all stakeholders during the preparation of the RFP.
- In preparing and modifying the Request for Proposal (RFP):
  - Develop Requirements Definition; this will include an assessment of requirements in the following areas:
    - a) Administrative Requirements
    - b) Functional Requirements
    - c) Technical Requirements
    - d) Security Requirements
    - e) Implementation Requirements
    - f) Application Support and Maintenance Requirements
    - g) Service Level Agreement (SLA) Requirements
  - Incorporate the State Model Contract into the RFP with changes requested by DGS. The RFP preparation process will also define the parameters of the future agreement as well as the requirements for vendor proposals.
- Provide and prepare, with DGS and SOS input, the Vendor Selection Process after release of the RFP. DGS follows an explicit and defined process once the RFP has been released. SOS will be involved in this process and will require the Procurement Consultant to arrange, organize, and document the phases and results of each phase in the Vendor Selection Process. The type of

activities performed during this phase include, but are not limited to, the following:

- Preparation and submission of Vendor questions
  - Review of Vendor Draft proposals
  - Arranging, preparation and attendance of Vendor Conferences
  - Preparation of results of Vendor Conferences
  - Definition of demonstration parameters
  - Attendance of Vendor demonstrations
  - Review of findings from Vendor demonstrations
  - Review and scoring of Vendor Final proposals
- Prepare the Special Project Report (SPR) within thirty (30) days of Vendor selection. Update or amend SPR as necessary to respond to Department of Finance (DOF) and California Legislative Analyst's Office (LAO) requirements.

This statement of work is for a fixed price contract with milestone payments.

**Please note:** Consultant must sign the DGS-specified Confidentiality Agreement upon award of contract.

#### 4. PERIOD OF PERFORMANCE

This contract will become effective immediately upon execution of the agreement and will terminate upon the Final selection of a Vendor and award of Contract to that Vendor. The Project Schedule is as follows:

Contract expected to be awarded to Procurement Vendor	March 23, 2007
RFP release to Vendors	June 1, 2007
Vendor selection process complete	March 3, 2008
SPR preparation complete	March 31, 2008
SPR Approval	May 27, 2008
Contract Award to VoteCal System Vendor	June 3, 2008

## 5. CONTRACT DELIVERABLES and MILESTONES

- a. An RFP, including an appropriate modified State Model Contract, developed in conjunction with the Department of General Services, for a procurement to develop and implement the VoteCal System. Target date for release of the RFP is June 1, 2007.
  - Acceptance Criteria: RFP approved for release by DGS.
- b. All addendums and modifications to the RFP as required and approved by DGS.
  - Acceptance Criteria: Final Bid submission by Vendors.
- c. Vendor Selection process complete and documented.
  - Acceptance Criteria: Vendor selection approved by DGS.
- d. SPR prepared.
  - Acceptance Criteria: SPR approved or disapproved with no questions or modifications outstanding from DGS or LAO.
- e. Reports on project status and any project management issues that may arise provided to the VoteCal project manager weekly, or more frequently if requested.

## 6. EXPERIENCE REQUIREMENTS

The Consultant must have at least five years experience with information technology procurements for the State of California, including business-based procurements, for large, complex information technology projects of \$15 million or more, and with successful completion of procurements.

This experience requirement also applies to the full time Project Lead that will be proposed by the Procurement Consultant.

## 7. CONTRACT PERFORMANCE

- a. The SOS shall be the sole judge of the acceptability of all work performed and all work products produced by the Consultant.
  - i. The SOS shall notify the Consultant in writing within five (5) business days after completion of each phase of service of any acceptance problems, identifying the specific inadequacies and/or failures in the services performed and/or the products produced by Consultant.
  - ii. The Consultant shall, within five (5) business days after initial problem notification, respond to the SOS by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Consultant to respond to the SOS initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, the SOS shall pay

all amounts due to the Consultant for all work accepted prior to termination.

- iii. The SOS will, within five (5) business days after receipt of the Consultant detailed explanation and/or proposed corrective action plan, notify the Consultant in writing whether it accepts or rejects the explanation and/or plan. If the SOS rejects the explanation and/or plan, the Consultant shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Consultant to respond to the SOS notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the SOS shall pay all amounts due to the Consultant for all work accepted prior to termination.
- b. The SOS shall, within three (3) days of receipt of the revised corrective action plan, notify the Consultant in writing whether it accepts or rejects the revised corrective action plan proposed by the Consultant. Rejection of the revised corrective action plan will result in immediate contract termination. In the event of such termination, the SOS shall pay all amounts due to the Consultant for all work accepted prior to termination.
- c. The SOS will not reimburse for any expenses incurred by the Consultant in the execution of activities as described by the SOW, unless Consultant has obtained specific prior written approval from the SOS.
- d. The SOS reserves the right to approve or reject Consultant personnel as appropriate.

## 8. PROBLEM ESCALATION

The parties agree that certain technical and project related problems or issues shall be brought to the SOS's attention in regular status reports. In the instance that the severity of the problem justifies escalated reporting, the project manager will determine the level of severity and notify the appropriate SOS personnel. The SOS personnel notified and period by which to report the problem/issue shall be at a level commensurate with its severity. The SOS personnel includes, but is not limited, to the following:

- First level, the Project Management team
- Second level, the Project Steering Committee

**EXHIBIT B  
ADDITIONAL PROVISIONS**

**1. Amendments**

The State reserves the right to amend this contract at a later date.

**2. Statewide Database Contracts**

Pursuant to Public Contract Code Section 10365.5, the vendor selected for this consulting engagement will be precluded from bidding on subsequent consulting, software or integration services for the VoteCal Project, California's HAVA compliant Statewide Voter Registration System solution.

**3. Hatch Act**

The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at [http://www.osc.gov/documents/hatchact/ha\\_sta.pdf](http://www.osc.gov/documents/hatchact/ha_sta.pdf).

**4. Funding**

A. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect any reduced amount;

B. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

**5. Termination**

Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to Contractor.

**6. Commission, Percentage, Brokerage, or Contingent Fees**

The Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee



**7. Processing of Claims**

The Secretary of State shall establish the criteria and processes for submitting claims under this project. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in the Statement of Work;
- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly charge of any contractor for which a claim is made for their time;
- (5) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (6) Include signed Contractor HAVA Activity Reports, please see sample which is Item 13 of this Exhibit, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and

Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**8. Subcontractors**

Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of the Contractor.

**9. Debarment and Suspension**

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance

programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at [www.epls.gov](http://www.epls.gov).

**10. Audit for use of Federal Funds**

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

**11. Application Of Federal Office of Management and Budget (OMB) Circulars**

OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>

**12. Incompatible Activities**

No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement and abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office, which is detailed below.

**SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE**

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

**13. Contractor Activity Reports**

Please see the sample of Contractor HAVA Activity Report located on the following page.

CONTRACTOR HAVA ACTIVITY REPORT

NAME														COMPANY NAME														Month/Year		HAVA Coordinator's Approval										
Contract Number:														Location (Sacto/SF/LA/SD)																										
HAVA ACTIVITY HOURS																												PROGRAM TIME REPORTING												
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1					DELIVERABLE NAME	ORG	HOURS
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